

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Julie Downey, Assistant Chief EMS 954-797-1189

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: SUBGRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE \$47,050.00 SUBGRANT FROM BROWARD COUNTY AND THE FORT LAUDERDALE URBAN AREA SECURITY INITIATIVE (UASI) WITH THE FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO PURCHASE EQUIPMENT RELATED TO EMERGENCY COMMUNICATIONS WITH BACK-UP SYSTEM.

REPORT IN BRIEF: The United States Department of Homeland Security (DHS) through the Office of Grants and Training (OG&T) is providing financial assistance to Broward County as a participating agency in the Fort Lauderdale Urban Area Security Initiative (UASI) in the amount of \$449,758 through the FY 2008 UASI Grant Program. Broward County has identified the Town of Davie as a high threat urban area and provided grant funding to implement preparedness improvement.

The City of Miramar acting as the Administrator for the Fort Lauderdale UASI and under the terms of the agreement, anticipates to subgrant a portion of the funds to Broward County. The Town of Davie has been awarded a subgrant in the amount of \$47,050 for Emergency Communications equipment as delineated in the Broward County portion of Fort Lauderdale UASI for homeland security equipment budget detail sheet. The City of Sunrise will purchase then transfer the equipment to the Town of Davie.

PREVIOUS ACTIONS: R2008-057

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account name and number:

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Agreement for Participating Broward County Municipality,
Line Item Budget Detail Worksheet

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE \$47,050.00 SUBGRANT FROM BROWARD COUNTY AND THE FORT LAUDERDALE URBAN AREA SECURITY INITIATIVE (UASI) WITH THE FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO PURCHASE EQUIPMENT RELATED TO EMERGENCY COMMUNICATIONS WITH BACK-UP SYSTEM.

WHEREAS, The United States Department of Homeland Security (DHS) through the Office of Grants and Training (OG&T) is providing financial assistance to Broward County, as a participating agency in the Fort Lauderdale UASI, in the amount of \$449,758 through the FY 2008 UASI Grant Program;

WHEREAS, Broward County identified the Town of Davie as a high threat urban area and provided grant funding to implement preparedness improvements;

WHEREAS, Broward County will subgrant \$47,050 to the Town of Davie in accordance with the FY 2008 UASI Grant Program to purchase emergency communications equipment .

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor or designee to enter into an Agreement with Broward County and Fort Lauderdale Urban Area Initiative (UASI), under the Agreement for Participating Broward County Municipality, attached hereto.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009

**AGREEMENT
FOR PARTICIPATING BROWARD COUNTY MUNICIPALITY**

This Agreement is entered into by and between Broward County, a political subdivision of the State of Florida, participating in the Fort Lauderdale Urban Area Security Initiative (UASI), and the Town of Davie (the "Participating Agency").

WHEREAS, The United States Department of Homeland Security (DHS) through the Office of Grants and Training (OG&T) is providing financial assistance, to Broward County as a participating agency in the Fort Lauderdale UASI, in the amount of \$449,758 through the FY 2008 UASI;

WHEREAS, Broward County identified the Town of Davie as a high threat urban area and provided grant funding and direct services to implement preparedness improvements;

WHEREAS, the OG&T requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant and involve cities, counties, contiguous jurisdictions, mutual aid partners, and State agencies;

WHEREAS, the Urban Area has been defined as Broward County, Palm Beach County, City of Fort Lauderdale, City of Miramar, City of Hollywood, City of Coral Springs, City of Miami Gardens, City of Pembroke Pines and City of Sunrise;

WHEREAS, the City of Miramar, acting as the Administrator for the Fort Lauderdale UASI, anticipates that it will subgrant a portion of the funds to Broward County in accordance with FY 2008 UASI Grant Programs; and

WHEREAS, Broward County will subgrant \$47,050 to the Town of Davie in accordance with FY 2008 UASI Grant Program to purchase equipment as delineated in the Broward County portion of Fort Lauderdale UASI budget.

In consideration of the foregoing, the parties agree as follows:

I. PURPOSE

- A. This Agreement delineates responsibilities of the Town of Davie for activities under FY 2008 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security (DHS), through the Office of Grants and Training and the State of Florida.
- B. This Agreement serves as the Scope of Work between the Town of Davie and Broward County.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2008 UASI activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of a terrorist event.
- B. No provision in this Agreement limits the activities of the Participating Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

- B. Urban Area Security Initiative (UASI). The U.S. Department of Homeland Security (DHS), Office of Grants and Training (OG&T), Urban Area Security Initiative (UASI) reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- C. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, NIMS will include a core set of concepts, principles, terminology, components and technologies covering the incident command system; multi-agency coordination systems; unified command; training; and identification.
- D. UASI Grant. UASI Grants are being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified cities, county/counties, and the respective State Administrative Agency. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.
- E. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the city and county/counties, or with which the city or county/counties have established formal mutual aid agreements.

IV. THE TOWN OF DAVIE SHALL:

- A. Provide a liaison with Broward County Emergency Management Division, authorized to carry out the herein agreed upon responsibilities of Broward County.
- B. Submit budget detail worksheets for direct purchases of equipment.

- C. Comply with all FY 2008 UASI Grant requirements.
- D. Comply with the requirements or statutory objectives of federal law and all presidential decision directives on homeland security.
- E. Ensure satisfactory progress toward the purchase of the equipment as stated in the Fort Lauderdale UASI budget.
- F. Follow UASI Grant agreement requirements and/or special conditions.
- G. Maintain consistency with the Broward County's Comprehensive Emergency Operations Plan (CEOP).
- H. Provide and maintain interoperability between the Broward County Emergency Operations Center and the Town of Davie Emergency Operations Center.
- I. Submit required invoices and documentation for all equipment purchased through this grant.

V. BROWARD COUNTY AGREES:

- A. Responsible for reimbursement to the Town of Davie for the purchase of equipment as stated in the FY 2008 Fort Lauderdale UASI budget not to exceed \$47,050.

VI. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance

with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-13.

- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2008 UASI Grant assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 30 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. Submit Categorical Assistance Progress Report to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

VII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The participating agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered

inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

- C. This Agreement may be modified or amended only with the written agreement of each of the parties.
- D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties.
- G. This Agreement will end on May 31, 2011, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform with procedures, training and equipment standards as prescribed by the OG&T.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Administrator, authorized to execute same by Board action on the first day of September 2009, and City, signing by and through its Commission, duly authorized to execute same.

INTER-LOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR UASI
GRANT FUNDING

COUNTY

WITNESSES

Name and Title

Name and Title

BROWARD COUNTY, by and through
Its Board of County Commissioners

By _____
County Administrator
____ day of _____, 2009

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Jeffrey J. Newton, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier (954)357-7641

By _____
A. Denise Sagerholm, Esq.
Assistant County Attorney

INTER-LOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR UASI
GRANT FUNDING

TOWN OF DAVIE

Town of Davie a municipal corporation
of the State of Florida

WITNESSES:

Name and Title

Name and Title

By _____

____ day of _____, 2009.

Line Item Budget Detail					
Project Title: Emergency communication with backup system for the Town of Davie Agency or Dept.: Town of Davie Fire Rescue, Police and Public Works Departments					
AEL*	Item Description - Provide detailed information	Units	Unit Cost	Total Cost	
06CP-01-HFRQ	HF radio transceiver/base capable of transmitting in the frequency range 1.8MHz-29.7 mhz USB, LSB, CW, RTTY, AM, with a 100 memory channels and key pad	2	\$ 650	\$ 1,300	
06CP-01-MOBL	four channel mobile two-way radio with 40 watt output, to be used to communicate with the outlining stations or area commands	12	\$ 865	\$ 10,380	
06CP-01-MOBL	dual band (144MHz-440MHz) transceiver mobile for communication between the Town of Davie Field EOC, BEMA and emergency shelters	2	\$ 290	\$ 580	
06CP-01-PORT	four channel four watt hand held UHF portable radios meets military specifications 810 CDE and F	60	\$ 375	\$ 22,500	
06CP-01-REPT	45 watt UHF portable repeater and FCC licensing 4 channel pr	1	\$ 4,100	\$ 4,100	
06CP-03-PRAC	Accessories-portable headphones/microphone boom mic/headset	2	\$ 145	\$ 290	
06CP-03-NRSC	RG8X (mini 8) tinned copper with 95% shielding 50 ohm coaxial cable spool/500ft	2	\$ 185	\$ 370	
06CP-03-TOWR	UHF high gain vertical antenna	12	\$ 500	\$ 6,000	
06CP-03-TOWR	20 foot telescoping mast	12	\$ 75	\$ 900	
06CP-03-TOWR	10 meter to 80 meter wire antenna and tuner	2	\$ 220	\$ 440	
06CP-03-TOWR	dual band UHF/VHF fiberglass antenna for communication between Town of Davie emergency FOC and BEMA	2	\$ 95	\$ 190	
				\$ -	
				\$ -	
Total Detail				\$ 47,050	